



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL

AMENDMENT NO. 001  
RFP NO. B3Z04147  
TITLE: Stay At Home Parent Program  
ISSUE DATE: 03/16/04

REQ NO.: NR 886 46644003877  
BUYER: Julie Kleffner  
PHONE NO.: (573)751-7656  
E-MAIL: [julie.kleffner@oa.mo.gov](mailto:julie.kleffner@oa.mo.gov)

**RETURN PROPOSAL NO LATER THAN: 04/05/04 AT 2:00 PM CST**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809

or

DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101

**CONTRACT PERIOD: July 1, 2004 through June 30, 2005**  
(with two additional one-year renewal options, at the State of Missouri's option)

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Department of Social Services  
Children's Division, Office of Early Childhood  
221 W. High St.  
P. O. Box 1527  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

**Stay At Home Parent Program**  
**Office of Early Childhood**

**Contract Period: July 1, 2004 through June 30, 2005**  
**(with two additional one-year renewal options, at the State of Missouri's option)**

Prospective offerors are hereby advised of the following:

1) The following paragraphs, exhibit, and attachments have been revised or inserted:

<p>1.1.2 5) and 6)  2.2.1 c.  2.5.11  3.1.2  3.1.3 a. 5)  3.4.1</p>	<p>3.4.3 d  Exhibit B  Attachment #2  Attachment #4  Attachment #5  Attachment #8</p>
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Listed below are questions asked by potential offerors and the corresponding answers which are provided for clarification purposes only:

Question 1	As part of the “certificate system”, may the contractor choose to purchase the developmentally appropriate items, toys, education materials etc, in lieu of issuing certificates?
Answer 1	Yes. Refer to paragraph 2.5.11.
Question 2	Must the evaluations be performed every 6 months? If partnering with another agency and that agency provides screenings on an approved schedule, would that schedule be acceptable for conducting evaluations?
Answer 2	Refer to section 2.7. The contractor may conduct the screenings on the approved schedule of a partner agency however this does not replace the mandated evaluations of the program as specified in 2.7.
Question 3	Is Parents as Teachers federally funded?
Answer 3	No, Parents as Teacher is state funded.
Question 4	Please provide the funding allocation by geographic region.
Answer 4	Refer to Attachment 8.
Question 5	In reference to item 18 on Exhibit F, many of the items that will be purchased for the “certificate system” may be manufactured outside of the continental United States. Must this be addressed in the proposal.
Answer 5	Yes, the offeror MUST disclose if any products and/or services, such as the items for the “certificate system”, will be manufactured or performed outside the continental United States in relation to the services provided and provide details with the proposal.
Question 6	May the match provided be from federal sources?
Answer 6:	Refer to paragraph 2.8.3



**REQ#: NR 886 46644003877**  
**BUYER: Julie Kleffner**  
**PHONE NO.: (573)751-7656**  
**E-MAIL: kleffj@mail.oa.state.mo.us**

**RETURN PROPOSAL TO:**

<b>DPM P O BOX 809 JEFFERSON CITY MO 65102-0809</b>	or	<b>DPM 301 WEST HIGH ST, RM 630 JEFFERSON CITY MO 65101</b>
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Department of Social Services  
Children's Division  
Office of Early Childhood  
221 W. High St.  
P. O. Box 1527  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/08/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
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FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE
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ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a Stay at Home Parent Program as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)

**Paragraph 1.1.2 5) and 6) revised by Amendment #001**

- 5) Exhibits A - I
- 6) Attachments 1 – 8: Attachments exist to this document. Two of the attachments are separate links that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachments.
- 7) Terms and Conditions

1.2 **Pre-Proposal Conference:** A pre-proposal conference regarding this Request for Proposal will be held on March 2, 2004, at 9:00 a.m., in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference. Copies of the RFP will not be available at the pre-proposal conference.

1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.

1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### **1.3 Background Information:**

1.3.1 Missouri Revised Statute Chapter 313, Section 313.835 sets aside funding for an Early Childhood Development Education and Care Fund. Its purpose is to promote the growth and quality of early childhood care and education and school readiness for children. The impetus for this legislation came from the recommendations outlined by the Governor's Commission on Early Childhood Care and Education. The funding for these programs comes from Missouri gaming funds, specifically riverboat entrance fees.

1.3.2 Research on brain development shows that the care a child receives during the first five years of life, with birth to three years of age being the most critical, impacts a child's potential for future learning. Therefore, the Department of Social Services' goals for funding received under Missouri Revised Statute Chapter 313, Section 313.835 are to:

- a. Support and encourage care that promotes positive brain development.
  - b. Provide services under this legislation that lead to school readiness.
  - c. Ensure low-income children and children with special needs have equal access to care that promotes positive brain development and school readiness.
- 1.3.3 The Department of Social Services has previously contracted for these services through C301131001-015 and C302088001-007 which expire on June 30, 2004. A copy of the contracts can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of those expiring contracts may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z01131 or B3Z02088, or by each individual contract number, when searching for these documents.
- 1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide a Stay at Home Parent Program for the Department of Social Services, Children's Division, Office of Early Childhood (hereinafter referred to as the state agency).
- 2.1.2 The contractor shall provide the Stay at Home Parent Program to stay-at-home parents residing in any of geographic areas identified in Attachment #1 and awarded in the Notice of Award Section of the contract.
  - a. The contractor provide the Stay at Home Parent Program in the cities, communities, and counties (hereinafter referred to as communities) as stated in the contractor's awarded proposal on Exhibit F.
- 2.1.3 The contractor must identify and recruit stay-at-home parents for participation in the contractor's Stay at Home Parent Program. The contractor must provide the contractor's Stay at Home Parent Program to the greater of 25 stay-at-home parents per month or the number of stay-at-home parents stated in the contractor's awarded proposal on Exhibit F.
- 2.1.4 The contractor shall understand and agree that participation in the contractor's Stay At Home Parent program shall be voluntary by the stay-at-home parent.
- 2.1.5 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.6 The contractor shall designate at least one (1) person to serve as the state agency's representative serving as the liaison between the contractor and the state agency.

### 2.2 Definitions:

- 2.2.1 For purposes of this RFP, the following definitions shall apply:
  - a. Parent is defined as an adult caretaker with ongoing physical custody of a child. This may be a parent, legal guardian, relative, or non-relative.
  - b. Stay-at-home parent is defined as a parent who has a child under 3 years of age, has household income of under 185% of poverty, and who is: (1) not employed (receives Temporary Assistance or other income); (2) employed 20 hours or less per week; (3) participating in an education or job training program; (4) living in a shelter or temporary housing; (5) a teen parent; and/or (6) referred by the state agency as "at risk" for physical, emotional, social, or educational abuse/neglect.

#### **Paragraph 2.2.1 c. revised by Amendment #001**

- c. Initiating services is defined as a contractor that has not provided a Stay At Home Parent Program in the past in any geographic area of the State of Missouri and will be implementing services as a result of the award of this RFP.
- d. High poverty areas is defined as counties with over 20% of the population in poverty. Those counties are: Carter, Douglas, Dunklin, Mississippi, New Madrid, Oregon, Ozark, Pemiscot, Reynolds, Ripley, Shannon, Washington, and Wayne Counties, and St. Louis City.
- e. Research based is defined as follows: Research provides us with much empirical evidence about how young children learn and what practices promote positive outcomes for children. This evidence comes in the forms of quantitative, qualitative, survey, and descriptive research published in peer-reviewed journals or in government research reports. When the

preponderance of evidence from multiple studies produces similar findings, the practice is considered to be research-based.

### **2.3 Stay at Home Parent Program Goals and Outcomes:**

2.3.1 The contractor's Stay at Home Parent Program must have the overarching goal of improving school readiness. Additionally, the contractor's Stay at Home Parent Program must reach the state agency's goals to:

- a. Support and encourage care that promotes positive brain development of children.
- b. Provide service that lead children to school readiness.
- c. Ensure low-income children and children with special needs have equal access to care that promotes positive brain development of children and school readiness.

2.3.2 The contractor's Stay at Home Parent Program must meet the following outcomes:

- a. Appropriate social emotional development level
- b. Reduction of parent stressors
- c. Identification of developmental delays
- d. Literacy - Increase every child's access to books, language, and reading

### **2.4 Implementation of Services:**

2.4.1 The contractor shall begin implementing services on the effective date of the contract. However, if the contractor is initiating services then (1) the contractor must begin implementing the Stay At Home Parent Program within 30 calendar days following the effective date of the contract and (2) within 60 calendar days following the effective date of the contract, the contractor shall be working with, and shall continue working with, the greater of 25 stay-at-home parents per month or the number of stay-at-home parents stated in the contractor's awarded proposal on Exhibit F.

- a. If the contractor is initiating services, the contractor may request start-up funding. This funding must be used for items associated with starting a Stay at Home Parent program. The purchase of vehicles or buildings will not be allowed.

### **2.5 Performance Requirements:**

2.5.1 In order to develop effective parenting skills and in order to ensure optimal health and development of children, the contractor shall plan, develop, and implement a Stay at Home Parent Program that provides support to parents.

2.5.2 The contractor's Stay at Home Parent Program must be provided within a culturally, ethnic, and faith sensitive framework, which includes diversity and appropriateness of staff, materials, and approach. The contractor shall provide services that are tailored to meet the unique needs of stay-at-home parents who may be mentally and/or physically challenged.

2.5.3 The contractor shall agree and understand that the state agency considers the following types of Stay At Home Parent Programs a priority. Therefore, the contractor's Stay At Home Program should address one or more of the following:

- a. Stay At Home Parent Program that includes access to services or programs supporting stay-at-home parents with special needs children.

- b. Stay At Home Parent Program that addresses family needs with additional services either on-site or via links or collaborative efforts with healthcare providers, literacy programs such as Even Start, welfare to work initiatives, etc.
  - c. Stay At Home Parent Program that targets high-need populations.
  - d. Stay At Home Parent Program in high poverty areas.
- 2.5.4 The contractor's Stay at Home Parent Program must be a strengths-based, family centered, family honoring approach. This approach must address either the Family Support America principle or the Child Welfare League principle. Information on the above principles can be found at [www.familysupportamerica.org](http://www.familysupportamerica.org) and [www.cwla.org](http://www.cwla.org).
- 2.5.5 The contractor's Stay at Home Parent Program must incorporate and/or build on a variety of existing programs and resources such as Parents As Teachers (PAT), home-based Early Head Start (EHS), Even Start, Baby Boost, Bridge to the Future, Nurses for Newborns, or other existing parent education programs as approved by the state agency. As a component of the contractor's Stay at Home Parent program, the contractor's Stay at Home Parent Program must be of a more encompassing nature. The contractor's services shall build on the strengths of the existing agencies and organizations within the communities served by the contractor. The contractor shall not supplant existing programs or initiatives, or create duplicate and/or competing programs and initiatives currently existing in the communities served by the contractor.
- 2.5.6 For the geographic regions awarded in the Notice of Award Section of the contract, the contractor's Stay At Home Parent Program must include high levels of involvement and collaboration with agencies and organizations in the communities served by the contractor.
  - a. The contractor must establish substantial involvement, coordination, and collaboration with as many agencies and organizations within the communities served by the contractor as possible, including religious-based programs with existing early childhood programs providing education or training on child development/early childhood education, Parents As Teachers, the local county health department, and other existing parent education programs for the identification and/or referral of stay-at-home parents meeting the above Stay at Home Parent definition to the contractor's Stay at Home Parent Program. In particular, the contractor should collaborate with such programs funded under, or involved in, the Department of Social Services, Department of Health and Senior Services, Department of Elementary and Secondary Education, Department of Mental Health, and/or Head Start/Early Head Start.
- 2.5.7 The contractor may establish lending libraries to expand availability of developmentally appropriate books, toys, and materials to stay-at-home parents.
- 2.5.8 The contractor must enable and encourage stay-at-home parents to take advantage of existing early childhood programs providing education or training on child development/early childhood education.
- 2.5.9 The contractor must provide education and training on child development/early childhood education either directly to stay-at-home parents or indirectly through an existing agency or subcontractor.
- 2.5.10 The contractor should establish and offer stay-at-home parents opportunities to network with other stay-at-home parents and their children in an educationally enriched environment in order to reduce the isolation sometimes experienced by stay-at-home parents. If the contractor's awarded proposal includes home visitation, the contractor must include networking opportunities.



**Paragraph 2.5.11 revised by Amendment #001**

2.5.11 The contractor must provide developmentally appropriate items, services, and other resources to stay-at-home parents via a “certificate system”. The contractor must either (1) provide stay-at-home parents with certificates to purchase developmentally appropriate items, toys, educational material and/or services, and/or other resources that promote positive brain development of their children or (2) provide stay-at-home parents with developmentally appropriate items, toys, educational material and/or services, and/or other resources that promote positive brain development of their children. The contractor must provide stay-at-home parents with developmentally appropriate books for their children.

- a. The contractor must establish an agreement with local merchants for the purchase of developmentally appropriate items, toys, educational material and/or services, and/or other resources utilizing a “certificate system”.

2.5.12 The contractor shall ensure that the value of the monthly services and certificates received by the stay-at-home parent per child must equal the monthly average cost for subsidized childcare within the geographic area served by the contractor.

- a. The monthly average cost for subsidized childcare within the geographic area served by the contractor shall be based on the following daily rates: In the metro areas \$15.00 per day (St. Louis City and the following counties, St. Louis, Jefferson, Franklin, St. Charles, Greene, Jackson, Cass, Clay, Lafayette, Platte, Ray, Johnson, and Boone); in sub-metro areas \$13.00 per day (Christian, Jasper, Newton, and Buchanan); and in the rest of the state \$10.00 per day. The total value of the monthly services will depend on the number of days of service provided and the value of certificates or other resources provided to the family.
- b. The value of the monthly services and certificates received per child by a particular stay-at-home parent may exceed the monthly average cost for subsidized childcare within the geographic area served by the contractor if either of the following conditions exist:
  - 1) The stay-at-home parent successfully participates in PAT, home-based Early Head Start, Even Start, Baby Boost, Bridge to the Future, Nurses for Newborns, or a similar parent education program approved by the state agency; or
  - 2) The stay-at-home parent has a higher economic need than 185% of the federal poverty level.

2.5.13 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**2.6 Staffing Requirements:**

2.6.1 The contractor and the contractor’s staff that have direct contact with families or children must undergo child abuse/neglect and criminal background screenings approved by the state agency prior to providing services for the Stay At Home Parent Program.

2.6.2 If the contractor’s awarded proposal includes home visitation, the contractor shall ensure that the contractor’s staff members conducting home visitation with stay-at-home parents possess education and experience in early childhood education or child development services or has a research-based training background.

2.6.3 The contractor agrees and understands that the State of Missouri’s agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of

the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

## **2.7 Reporting and Evaluation Requirements:**

2.7.1 The contractor shall establish a baseline and at a minimum of every six months measure the outcomes that determine the impact of the contractor's Stay at Home Parent Program on children and families with the overarching goal of improving school readiness.

- a. Social Emotional - The contractor must assess the social emotional level of each child in the Stay at Home Parent program using the Ages and Stages Questionnaire – Social Emotional.
  - 1) If the contractor or contractor's staff require training on the assessment tool, training is available through the Parents as Teachers (PAT) National Center on a regular basis. Additional information, as well as a training schedule, on PAT is available at [www.patnc.org](http://www.patnc.org).
  - 2) Each child with a Social Emotional assessment which is not at the appropriate developmental level shall receive further assessment and services within the contractor's organization or through referral by the contractor.
- b. Reduction of Parent Stressors - Parent Stressors shall be assessed on a regular basis using the Parenting Stress Index as listed on attachment #3.
- c. Developmental Delay – The contractor must assess every child in the Stay at Home Parent Program for developmental delays. The contractor must use the Ages and Stages Questionnaire for assessment.
  - 1) If the contractor contractor's staff require training on the assessment tool, training is available through the Parents as Teachers National Center on a regular basis.
- d. Literacy - The contractor shall monitor the amount of time each child is read to and the number and variety of the books available to the child.

2.7.2 On a quarterly basis, unless otherwise specified by the state agency, the contractor shall submit quarterly reports to the state agency documenting the contractor's progress towards achieving the goals listed in the contractor's awarded proposal along with outcomes from the required assessments identified above. The contractor shall submit the report (attachment #2) to the state agency within 30 calendar days of the last day of the quarter being evaluated. Specifically, the quarterly report should:

- a. Identify the goals as listed in the contractors awarded proposal and the contractor's progress toward achieving such goals and objectives.
- b. Identify the data collected and maintained to support the progress and success of the contractor's Stay at Home Parent Program. Such data shall include:
  - 1) The names and ages of children and families served.
  - 2) The number of stay-at-home parents served during the quarter. The contractor must serve the number of stay-at-home parents specified in the awarded proposal.
  - 3) The education and training on child development/early childhood education provided to stay-at-home parents during the quarter.

- 4) Networking opportunities made available to stay-at-home parents and their children during the quarter.
  - 5) A copy of any assessment or screening tool used, in addition to the required tools, to track progress with stay-at-home parents in the contractor's Stay at Home Parent Program. For a list of approved assessment tools see attachment #3.
  - 6) Assessment results as required herein.
- c. Identify the contractor's successes in providing the Stay At Home Parent Program including, but not limited to, (1) increasing the number of stay-at-home parents participating in the Stay At Home Parent Program and (2) increasing the availability of early childhood programs providing education or training on child development/early childhood education to stay-at-home parents.
  - d. Address the contractor's involvement, coordination, and collaboration with agencies and organizations, within the communities served by the contractor, with existing early childhood programs providing education or training on child development/early childhood education.
  - e. Identify any delays or problems in implementing and/or providing the Stay At Home Parent Program and the contractor's approach to resolve any such delays or problems.
  - f. Identify the retention rates of stay-at-home parents in the contractor's Stay at Home Parent Program and provide ongoing methods to address whether and how the contractor will increase retention rates.
  - g. Address other areas as determined by the state agency.
- 2.7.3 Within 30 calendar days of the end of each contract period, the contractor shall provide an annual evaluation to the state agency showing the contractor's progress in meeting the outcomes and measures and the results of the Ages and Stages Questionnaire and the Ages and Stages Questionnaire – Social Emotional. The annual evaluation should address, at a minimum, how the contractor's Stay At Home Parent Program:
- a. Increases parental understanding of child development and improves parenting skills;
  - b. Promotes the physical care and well-being of the child;
  - c. Improves a child's behavioral, emotional, and social development;
  - d. Promotes positive parent and child interaction;
  - e. Reduces child abuse and neglect;
  - f. Increases early childhood immunization, developmental screening, and early delay detection;
  - g. Encourages appropriate use of the health care system and medical resources to families;
  - h. Improves the safety of the home environment;
  - i. Delays subsequent births in teen parents;

- j. Decreases incidences of substance and alcohol abuse, and increases smoking prevention education opportunities; and
  - k. Helps stay-at-home parents adapt to changing roles.
- 2.7.4 Upon request by the state agency, the contractor shall assess the contractor's Stay At Home Program by utilizing an assessment tool provided to the contractor by the state agency.
- 2.7.5 On an annual basis and upon request by the state agency, the contractor shall submit documentation to the state agency of the contractor's financial and programmatic accountability.
- 2.7.6 The contractor shall collect and maintain statistical data on the stay-at-home parents and children served. Such data shall include, at a minimum, the names of the children and families served, family profiles, proof of eligibility, number of children and families served, services provided, assessment results, other data which charts progress toward stated goals, and additional data as determined by the state agency. The contractor shall submit such data to the state agency on an annual basis and upon request.
- 2.7.7 The contractor shall keep and maintain current and complete records and documentation of the services rendered. The contractor shall make such records and documentation available to the state agency, or its designated representative, upon request.
- 2.7.8 The contractor shall agree and understand that the state agency shall monitor the contractor's services.
- 2.7.9 The contractor shall provide the state agency with a copy of an annual audit, conducted by a Certified Public Accountant, which encompasses the services required herein. A general financial audit is acceptable if it covers a substantial portion of the contract period. The scope of the examination shall encompass financial statements and financially related contractual compliance matters.
- 2.7.10 The state agency will utilize the documentation required herein to ensure (1) the contractor is progressing towards stated goals and outcomes, and (2) ongoing program reporting and continuing self-improvement.

## **2.8 Match Requirements:**

- 2.8.1 In order to ensure the continuation and sustainability of the contractor's Stay at Home Parent Program, the contractor must seek and obtain funding from a variety of other sources.
- 2.8.2 For any contractor which has previously provided a stay at home parent program for the state agency, the contractor must provide a match in the amount of at least 30% of the total amount of the contract funding for the original contract period and each potential renewal period. However, if the contractor is initiating services as a result of the award of this RFP then
- During the original contract period, the contractor must provide a match in the amount of at least 20% of the total amount of the contract funding for such contract period.
  - For the second contract period, the contractor shall provide a match in the amount of at least 25% of the total amount of the contract funding for such contract period.
  - For the third contract period, the contractor shall provide a match in the amount of at least 30% of the total amount of the contract funding for such contract period.
- 2.8.3 The match may be in-kind or a cash match from any non-federal source, and must be clearly documented as efforts towards the Stay at Home Parent Program. The contractor must obtain and maintain documentation for the value of the match.

- 2.8.4 The matching funds must support the contractor's Stay at Home Parent Program and must not support any other programs operated by the contractor.

## **2.9 Invoicing and Payment Requirements:**

- 2.9.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:  
<http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>
- 2.9.2 Invoicing – The contractor must submit monthly invoices utilizing the form included as Attachment #4 to the state agency in accordance with the following:
- a. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
  - b. The contractor shall invoice for a prorated monthly amount. The prorated monthly amount shall be determined by dividing the number of months in the contract period by the firm, fixed total price stated on the Pricing Page.
  - c. Along with the invoice, the contractor must submit all required reports.
  - d. Start-up funding – Upon or after the effective date of the contract, if included on the Pricing Page, the contractor may invoice for start-up funding utilizing Attachment #5. Start-up funding shall be paid only the first year of the contract and only available and will only be paid if the contractor is initiating services as a result of the award of this RFP.
- 2.9.3 Payments - Upon receipt and approval of a properly prepared invoice, the state agency shall pay the contractor.
- a. The contractor shall be paid in accordance with the firm, fixed total price stated on the pricing page reduced to a prorated monthly amount.
    - 1) The total payment to the contractor shall not exceed the lesser of the guaranteed not-to-exceed total price stated on the Pricing Page or \$100,000 per geographic region.
  - b. Failure of the contractor to submit required reports when due shall result in the withholding or rejection of payment. Additionally, the state agency shall reject payment for the contractor's failure to perform or deliver the required work or services.
  - c. Start-up funding – The contractor shall be paid the lesser of the guaranteed, not-to-exceed price stated on the Pricing Page or \$25,000.
- 2.9.4 The contractor must report expenditures twice per year on the form included as Attachment #6. The first report shall be submitted by the end of the seventh month of the contract reporting on the first six months. The final report shall be submitted within 30 days following the end of the contract year.
- 2.9.5 With prior written approval from the state agency, the contractor may transfer funding between program budget categories providing that the transfer does not change the intent of the Stay at Home Parent Program as stated in the proposal. The contractor must request such transfers from the state agency by submitting a written explanation of why the transfer is necessary along with a

budget showing the transfer. The contractor should submit the transfer request by utilizing Attachment #7.

- 2.9.6 In the event the contractor is not working with the number of stay-at-home parents specified in the awarded proposal, as evidenced by the monthly invoices and quarterly reports, the state agency shall request the contractor to submit a corrective action plan. The contractor must submit the corrective action plan to the state agency by the date specified. The correction action plan must indicate the contractor's plan to increase the number of stay-at-home parents being served to the number specified in the contractor's awarded proposal on Exhibit F. If the number of stay-at-home parents being served has not increased to the number specified in the awarded proposal within 30 calendar days of the request for corrective action, the contractor's prorated monthly price will be further prorated based on the number of stay-at-home parents actually being served. However, the contractor may present extenuating or mitigating circumstances to the state agency to explain the contractor's failure to work with the number of stay-at-home parents specified in the awarded proposal. Based upon such explanation, the state agency may choose not to prorate the contractor's payment for the specific payment period. The decision of the state agency shall be final and without recourse. Failure to provide service to the number of stay-at-home parents specified in the proposal for three (3) consecutive months may result in cancellation of the contract.
- 2.9.7 In the event of cancellation of the contract for any reason whatsoever, the contractor shall pay back all funding received from the state agency which the contractor cannot demonstrate was expended within the requirements of the contract.
- 2.9.8 If additional funds become available or appropriations reduced during the life of the contract, the State of Missouri shall have the sole option to increase or decrease the funds for the program set forth in the contract. If such an option is exercised, funds shall be awarded based on the quality of the contractor's performance and dollars available. If this option is exercised, the contractor shall submit a revised workplan and budget. Any funding increase or decrease shall be accomplished in writing by formal contract amendment as described herein and accomplished by the Missouri Division of Purchasing and Materials Management.
- 2.9.9 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.

## **2.10 Other Contractual Requirements:**

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and

oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.10.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
  - c. At the time of contract renewal, the contractor must submit an itemized budget for the total annual price applicable for the new contract period.
- 2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or

arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

- 2.10.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.
- 2.10.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.10.10 Property of State - The contractor shall agree and understand that all programs, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
  - b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
  - c. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential.



### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

**Paragraph 3.1.2 inserted by Amendment #001 and all subsequent paragraphs renumbered accordingly**

3.1.2 In the event the offeror is proposing to provide service in more than one geographic area, the offeror should submit a separate proposal for each geographic area for which proposing to provide service. The front cover of the proposal should identify the geographic area.

3.1.3 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal.

a. Organization – The organization of the proposal is left to the discretion of the offeror, however the following order is recommended and preferred.

1) The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.

2) The signed page one from the original RFP and all signed amendments shall be placed at the beginning of the hard copies of the proposal.

3) Pricing Information –

- Pricing Page
- Exhibit A, Start-Up Budget (if applicable)
- Exhibit B, Total Annual Price Budget
- Funding Plan

4) Experience and Reliability and Expertise of Personnel –

- Documentation of the Offeror's Reliable Experience in Past Performances
- Exhibit C, Company Information
- Exhibit D, Prior Experience of Offeror
- Exhibit E, Personnel Expertise Summary
- Resumes of Proposed Personnel
- Detailed Job Descriptions (If applicable)

**Paragraph 3.1.3 a. 5) revised by Amendment #001**

5) Method of Performance –

- Exhibit F, Method of Performance
- Exhibit G, Coordination and Collaboration
- Needs assessment
- Letters of Support
- Exhibit H, Schedule of Events
- Written Narrative
- Organization Chart

6) Miscellaneous –

- Exhibit I, Miscellaneous Information

b. Hard copies –

1) Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein.

2) Both the original and the copies should be printed on recycled paper and double sided.

- 3) All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
  - 4) The original proposal should be clearly marked as the original.
- c. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
- 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
  - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.
- 3.1.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal
- 3.1.5 Offeror's Contacts -
- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
  - b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
  - c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

### **3.2 Competitive Negotiation of Proposals:**

- 3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

### **3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost..... 20%
- b. Experience and Reliability and Expertise of Personnel ..... 20%
- c. Method of Performance ..... 60%

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 Separate evaluations shall be conducted for each geographic region identified on Attachment #1 and awards made accordingly.

3.3.4 The State of Missouri reserves the right to award multiple contracts for each geographic area based upon the needs in the geographic area.

3.3.5 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/swindex.html>

### **3.4 Evaluation of Cost:**

**Paragraph 3.4.1 revised by Amendment #001**

- 3.4.1 The objective evaluation of cost shall be based upon the sum of (1) the per stay-at-home parent price determined by dividing the start-up funding, if any, by the number of stay-at-home parents proposed to be served as stated on Exhibit F of the proposal and (2) the per stay-at-home parent price determined by dividing the firm, fixed total price by the number of stay-at-home parents proposed to be served as stated on Exhibit F of the proposal.

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 20 = \text{Cost score points}$$

- 3.4.2 The evaluation will include the original contract period plus renewal option periods.
- 3.4.3 The offeror should provide an itemized breakdown of the quoted price(s). Exhibit A is attached for the purpose of reflecting the offeror's breakdown of the quoted start-up funding price. Exhibit B is attached for the purpose of reflecting the offeror's breakdown of the quoted firm, fixed annual price for the original contract period. Additionally, the offeror should submit a funding plan which demonstrates funding from a variety of sources and a stable funding base.
- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
  - b. All information contained in the offeror's price breakdown and funding plan may be utilized in the subjective evaluation of any relevant evaluation criteria.
  - c. The administrative/indirect costs are costs incurred for common or joint purposes benefiting more than one (1) activity and not readily identifiable to a particular program or activity. Administrative/indirect costs must not exceed six percent (6%) of the total funds requested for the contract period, not including start-up funding.

**Paragraph 3.4.3 d. revised by Amendment #001**

- d. Matching funds are not required for every budget category, but match must total at least the percentage specified in paragraph 2.8.2 of the total amount of funds requested. The match must be clearly related to Stay at Home Parent Program. The match must be from non-federal sources. Any resource offered as cash or in-kind match shall not be used as a match in another contract.
- e. For informational purposes, funding for staff training on any of the assessment tools is an allowable expense.

**3.5 Evaluation of Offeror's Experience and Reliability and Expertise of Personnel:**

- 3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Additionally, the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP as well as detailed information related to the experience and qualifications, including education and training, of proposed personnel. The offeror's documentation of successful and reliable experience in past performance should not exceed two pages.
- 3.5.2 The offeror should provide, on Exhibit C, the following information related to the offeror's organization.

- a. Number of years of operation;
  - b. Experience in early childhood education, child development, parent education, and/or family support; and
  - c. Years of experience in training, assessing, and planning for professional development.
- 3.5.3 The offeror should provide, on Exhibit D, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 3.5.4 The offeror may utilize Exhibit E for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
  - a. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
  - b. Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the persons involvement in that project will relate to the person's ability to contribute to the State of Missouri.
- 3.5.5 If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.6 The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services which may be required by state, federal, and/or local law, statute, or regulation.. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 3.5.7 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)

**3.6 Evaluation of Method of Performance:**

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should complete Exhibit F with a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The offeror's written narrative should not exceed five pages.
- a. As the cost per child is expected to fluctuate based on factors including the structure of the program, existing resources and needs of the various communities, and target populations and cost of living, the proposals will be subjectively evaluated to determine the best value and benefit to the State of Missouri.
- 3.6.2 In order to determine what resources are available and where there are unmet needs and to support the funding request, the offeror must conduct a needs/resource assessment of current needs, services, and resources for stay-at-home parents within the communities proposed. The offeror shall submit a copy of the contractor's needs/resource assessment or a summary of the contractor's findings from the needs/resource assessments currently available.
- 3.6.3 The offeror should provide documentation of involvement, coordination, and collaboration with agencies and organizations within the proposed communities. Such information should be shown on the form attached to this RFP as Exhibit G, or in a similar manner.
- 3.6.4 The offeror should submit letters of support from such agencies and organizations that are not merely statements of support, but describe to what degree, and in what manner, support will be provided to the offeror's Stay At Home Program.
- 3.6.5 If subcontracting, the offeror should submit copies of the agreements/contracts with the subcontractors.
- 3.6.6 The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to implement the Stay at Home Parent Program including the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- a. Exhibit H, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- 3.6.7 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
- a. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
  - b. The organizational chart should include the following information:
    - 1) The relationship of service personnel to management and support personnel.
    - 2) The names of the personnel and the working titles of each.
    - 3) Any proposed subcontractors including management, supervisory, and other key personnel.
  - c. Along with a detailed organizational chart, the offeror should describe the following:

- 1) how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
- 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

**3.7 Miscellaneous Information** - The offeror should complete Exhibit I, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) the offeror's MBE/WBE status, if applicable.

#### 4. PRICING PAGE

The offeror shall provide the following prices for the provision of the Stay at Home Parent Program in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices. (C/S Code: 95215)

- 4.1 **Start-Up Funding:** If the offeror will be initiating services as a result of an award of this RFP, the offeror may state a guaranteed not-to-exceed total price for the start-up of the offeror's Stay at Home Parent Program. ***The offeror shall not quote a price to exceed \$25,000.*** The start-up funding is only available for the original contract period.

\$ \_\_\_\_\_      Guaranteed Not-To-Exceed Total  
(001)      Price

- 4.2 For each geographic area proposed, the offeror shall provide a firm, fixed total price in the table below for the original contract period and a maximum price for each renewal period. ***For each geographic region proposed, the price quoted for the original contract period must be less than \$100,000. The maximum price for the renewal periods shall not exceed the price quoted for the original contract period.*** Matching funds shall be not be included in the total annual prices. Additionally, start-up funding shall not be included in the firm, fixed total price.

Geographic Area	Original Contract Period	First Renewal Period	Second Renewal Period
	Firm, Fixed Price (must be less than \$100,000)	Maximum Price (Not to exceed the price quoted for the original contract period)	
St. Joseph (including Andrew & Buchanan Counties)	\$ _____ (002)	\$ _____ (002)	\$ _____ (002)
Kansas City (including Clinton, Platte, Clay, Ray, Lafayette, Cass, and Jackson Counties)	\$ _____ (003)	\$ _____ (003)	\$ _____ (003)
Joplin (including Jasper & Newton Counties)	\$ _____ (004)	\$ _____ (004)	\$ _____ (004)
Springfield (including Greene, Webster, & Christian Counties)	\$ _____ (005)	\$ _____ (005)	\$ _____ (005)
Columbia (includes Boone County only)	\$ _____ (006)	\$ _____ (006)	\$ _____ (006)
St. Louis (including St. Louis City, Lincoln, Warren, Franklin, Jefferson, St. Charles & St. Louis Counties)	\$ _____ (007)	\$ _____ (007)	\$ _____ (007)
Outstate (All counties not listed in another area)	\$ _____ (008)	\$ _____ (008)	\$ _____ (008)



**EXHIBIT A**  
**PRICE ANALYSIS – STARTUP**

Program Budget Categories	Quantity	Unit Price	Total
<b>Professional Personnel (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Professional Personnel</b>			\$
<b>Support Personnel (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Support Personnel</b>			\$
<b>Travel Expenses (list)</b>			
		\$	\$
		\$	\$
		\$	\$
<b>Total Travel Expenses</b>			\$
<b>Materials and Supplies (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Materials and Supplies</b>			\$
<b>Other Components/Overhead (List)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Other Components/Overhead</b>			\$
<b>Total Start Up Price (must equal the price quoted on the Pricing Page)</b>			\$

Exhibit B. revised by Amendment #001

**EXHIBIT B****PRICE ANALYSIS – TOTAL PRICE**

<b>Program Budget Categories</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Professional Personnel (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Professional Personnel</b>			\$
<b>Support Personnel (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Support Personnel</b>			\$
<b>Travel Expenses (list)</b>			
		\$	\$
		\$	\$
		\$	\$
<b>Total Travel Expenses</b>			\$
<b>Materials and Supplies (list)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Materials and Supplies</b>			\$
<b>Other Components/Overhead (List)</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Administrative Costs (not to exceed 6%)		\$	\$
<b>Total Other Components/Overhead</b>			\$
<b>Total Annual Price</b> (must equal the price quoted on the Pricing Page)			\$

<b>Matching Funds (list)</b>	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total Matching Funds</b> (must be at least the percentage specified in paragraph 2.8.2 of the Firm, Fixed Total Price Quoted on the Pricing Page )	\$

**EXHIBIT C****COMPANY INFORMATION**

**THE OFFEROR SHOULD COMPLETE THE FOLLOWING WITH INFORMATION ABOUT THE OFFEROR'S ORGANIZATION AND SHOULD PROVIDE INFORMATION THAT DOCUMENTS AND VERIFIES THE NUMBER OF YEARS STATED IN EACH BLANK, AS APPROPRIATE:**

<b><u>Information</u></b>	<b><u>Number of Years</u></b>	<b><u>Explanation and Detailed Support</u></b>
Total number of years in business	_____	
Total number of years providing Stay at Home Parent services	_____	
Total number of years providing early childhood education	_____	
Total number of years providing training on child development	_____	
Total number of years providing parent education	_____	
Total number of years providing family support	_____	
Total number of years training, assessing, and planning for professional development	_____	
Describe the structure of the organization including any board of directors, partners, top departmental management, etc		

**THE OFFEROR SHOULD PROVIDE THE FOLLOWING INFORMATION ABOUT CLIENT HISTORY:**

<b><u>Information</u></b>	<b><u>Numbers</u></b>	<b><u>Explanation and Detailed Support</u></b>
Provide the total number of stay-at-home parents previously served	_____ Total Number	
Describe the method of which services were provided to the stay-at-home parents previously served		
Describe the services that were provided to the stay-at-home parents previously served		
List the partners that you referred the stay-at-home parents previously served		

**EXHIBIT C, continued**

**THE OFFEROR SHOULD INDICATE THE OFFEROR'S COMPLIANCE WITH THE LAWS REGARDING CONDUCTING BUSINESS IN THE STATE OF MISSOURI BY COMPLETING THE FOLLOWING TABLE:**

<b><u>Information</u></b>	<b><u>In compliance Yes/No</u></b>	<b><u>Explanation and Detailed Support</u></b>
Registration of business name (if applicable)	_____	
Certificate of authority to transact business/certificate of good standing (if applicable)	_____	
Taxes (e.g., city/county/state/federal)	_____	
State and local certifications (e.g., professions/occupations/activities)	_____	
Licenses and permits (e.g., city/county license, sales permits)	_____	
Insurance (e.g., worker's compensation/unemployment compensation)	_____	

**EXHIBIT D****PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

*As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:*

\_\_\_\_\_  
Signature of Reference Contact Person

\_\_\_\_\_  
Date of Signature

**EXHIBIT E**  
**PERSONNEL EXPERTISE SUMMARY**  
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)
7. _____ (Name)	_____ (Title)

**EXHIBIT F****METHOD OF PERFORMANCE**

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal. ***The offeror should copy and complete this form for each geographic area proposed.***

1. The offeror should identify the geographic area proposed as well as identify the city(ies), community(ies), and/or county(ies) proposing to serve:

Geographic Area:

City(ies), community(ies), and/or county(ies):

- a. Describe the target populations and priorities for services.

2. For the geographic area identified above, the offeror shall indicate which, if any, of the following types of Stay at Home Parent Programs the offeror is proposing to provide by placing an "X" in the appropriate box.

	Stay At Home Program that includes access to services or programs supporting stay-at-home parents with special needs children.
	Stay At Home Program that addresses family needs with additional services either on-site or via links or collaborative efforts with healthcare providers, literacy programs such as Even Start, welfare to work initiatives, etc.
	Stay At Home Program that targets high need or populations.
	Stay At Home Program in high poverty areas as defined herein

3. For the geographic area identified above, the offeror shall indicate the minimum number of stay-at-home parents the offeror proposes to serve on a monthly basis. The offeror must propose to serve at least 25 stay-at-home parents on a monthly basis.

\_\_\_\_\_ Minimum number of stay-at-home parents to be served monthly

4. Identify the income eligibility limit for those families who will receive monthly services and certificates above the monthly average cost for subsidized childcare.

**EXHIBIT F, continued**

5. Describe the method for identifying and recruiting stay-at-home parents that meet the criteria specified herein.
6. Provide a clear statement of the goals, objectives, strategies, outcomes, and measures for the proposed Stay At Home Program. The ultimate goal shall be “Children Entering School Ready to Succeed”.
7. Describe the method of coordination of services with other parent education programs in the proposed communities, including any community partnerships and/or Caring Communities sites which received funding to support stay-at-home parents, in order to prevent duplication or gaps in services.
8. Describe the “certificate system” for the purchase of developmentally appropriate items, toys, educational material and/or services, and/or other resources that promote positive brain development in children.
9. Describe the opportunities made available to stay-at-home parents to network with other stay-at-home parents and their children in an educationally enriched environment in order to reduce the isolation sometimes experienced by stay-at-home parents.
10. Describe the lending libraries established to expand availability of developmentally appropriate books, toys, and materials to stay-at-home parents.



**EXHIBIT F, continued**

11. Describe how the ongoing self-evaluations to determine progress toward achieving stated goals and outcomes and to improve services will be conducted.
12. Describe the method of data collection that would support the progress and success of the proposed Stay At Home Parent Program.
13. Describe how services will be delivered.
14. The offeror should address how the offeror's proposed Stay At Home Parent Program will:
  - a. Increase parental understanding of child development and improve parenting skills
  - b. Promote the physical care and well-being of the child
  - c. Improve a child's behavioral, emotional, and social development
  - d. Promote positive parent and child interaction
  - e. Reduce chances for child abuse and neglect
  - f. Increase early childhood immunization and developmental screening and early delay detection

**EXHIBIT F, continued**

- g. Encourage appropriate use of the health care system and medical resources to families
  - h. Improve the safety of the home environment
  - i. Delay subsequent birth in teen parents
  - j. Decrease incidences of substance and alcohol abuse, and increase smoking prevention education opportunities
  - k. Help stay-at-home parents adapt to changing roles
- 15 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- 16 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 17 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- 18 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.

**EXHIBIT G****COORDINATION AND COLLABORATION**

<b>Partnering Agency</b>	<b>County or Counties Partner is Currently Providing Services</b>	<b>Services/Financial Support the Partner is Currently Providing</b>	<b>Additional Services/Financial Support Partner will Provide Funded Through the Contract</b>	<b>Services/Financial Support Offeror will Provide</b>	<b>Partnering Contact Person Name and Phone Number</b>	<b>How will Offeror Prevent Duplication and Promote Coordination of Existing Services/Resources</b>

**EXHIBIT H**  
**SCHEDULE OF EVENTS**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "**Completion Day**" should be specified as a certain number of days from date of contract award until completion of the specific task. "**Assigned Personnel**" should be identified by name rather than project title unless such personnel are yet to be hired. "**Workhours**" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

<b>Task or Event</b>	<b>Completion Day</b>	<b>Assigned Personnel</b>	<b>Work- hours</b>

**EXHIBIT I****MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____
	_____

**Employee Bidding/Conflict of Interest**

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**Offeror's MBE/WBE Status**

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

_____	MBE	_____	WBE	_____	Both M & WBE
-------	-----	-------	-----	-------	--------------

To obtain an application for certification, go to the OEO Internet web site and download an application from: <http://www.oa.state.mo.us/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us)

**Insert attachment #1 here**

Attachment #2 revised by Amendment #001

**ATTACHMENT #2  
QUARTERLY REPORTS  
HOUSE BILL 1519  
STAY AT HOME PARENT PROGRAM**

The Stay at Home Parent contract section 2.4.5 states that the contractor shall, on a quarterly basis complete a quarterly report that should address the following information. This report is due to the Children's Division by the last calendar day of the month following the end of the quarter. The due dates are as follows: October 31, 2004 to cover the first quarter July – September, January 31, 2005 to cover the second quarter October – December, May 31, 2005 to cover the third quarter January – March, and July 31, 2005 to cover the fourth quarter April – June.

Complete the following. **Attach a list of all families served in the previous quarter, this should include names of families and children.** Attach a copy of any additional assessment tools used to determine outcomes. Attach any information you feel is pertinent to your current status. Attach additional pages as necessary.

**Reporting Quarter:** \_\_\_\_\_ **Months Covered:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

**Strengths-Based, Family Centered, Family Honoring Approach Used:**      **Family Support America**      \_\_\_\_\_ **Child Welfare League** \_\_\_\_\_

	# Served	# Added to the Program	# Served Year to Date	# Certificates Given & Average Amount of Certificate
<b>Eligible Stay at Home Parents</b>				
<b>Children 0-12 Months</b>				
<b>Children 13 Months – 24 Months</b>				
<b>Children 25 Months – 36 Months</b>				
<b>Families not Eligible Served with alternative Means in this program</b>				
<b>Total Families</b>				

**Education & Training:**

<b>Education Provided (list below)</b>	<b>WHO PROVIDED EDUCATION</b>	<b># Eligible Stay at Home Parents Attending</b>	<b># Children 0-3 Attending</b>

<b>Training Provided (list below)</b>	<b>WHO PROVIDED TRAINING</b>	<b>Research Based (Yes or No)</b>	<b># Eligible Stay at Home Parents Attending</b>	<b># Children 0-3 Attending</b>

**Networking Opportunities:**

<b>OPPORTUNITIES</b>	<b># Eligible Stay at Home Parents Attending</b>	<b># Children 0-3 Attending</b>



**Progress Towards Goals:**

<b>PROPOSED GOALS</b>	<b>OUTCOMES ACHIEVED IN REPORT QUARTER</b>

**Success Stories:**

<b>FAMILY NAME</b>	<b>SUCCESS STORY</b>

**Screening/Assessment:**

	<b># ASQ-SE'S COMPLETED</b>	<b># ASQ'S COMPLETED</b>	<b># Children at Appropriate Level</b>	<b># Children Referred for Further Assessment</b>	<b># Children Previously Referred now at Appropriate Level</b>
<b>Children Age 0-12 Months</b>					
<b>Children Age 13-24 Months</b>					
<b>Children Age 25-36 Months</b>					

	<b>#PSI's Completed</b>	<b># Referrals for Services</b>	<b># Previously Referred no Longer in Need of Those Services</b>
<b>Families with One Child</b>			
<b>Families with Two Children</b>			
<b>Families with 3 or More Children</b>			

**Please describe below any Challenges or Roadblocks hindering Progress Towards Stated Goals and how they were defeated or the plan for how to defeat them:**

### ATTACHMENT #3

#### ASSESSMENT TOOLS

Following are instruments cited in the Handbook of Family Measurement Techniques, J. Touliatos, B. F. Perlmutter, M. A. Straus, Eds., published by Sage in 1990. Quotes are from these editors.

- *Home Observation for Measurement of the Environment (HOME)*, an observational coding system, by B. M. Caldwell & R. H. Bradley. There is also a supplement called the SHIF (Supplement to the Home Scale for Impoverished Families), by I. O. Ertem, A. J. Avni-Singer, & B. W. C. Forsyth (1996), that really is more relevant for that population.
- *Henderson Environmental Learning Process Scale (HELPS questionnaire)*, by R. W. Henderson, J. R. Bergan, & M. Hurt, Jr. This is a self-report questionnaire of 55 Likert scale items that assesses "home environments of children & the extent to which the environments facilitate intellectual and academic achievement."
- *Family Routines Inventory (FRI)*, by E. W. Jensen, S. A. James, W.T. Boyce, & S. A. Hartnett (1983). This self-report questionnaire assesses family routines, along with the family's adherence to the routines and the perceived importance of the routines.
- *Self-Report Family Inventory (SFI)* by W. R. Beavers, R. B. Hampson, & Y. F. Hulgus. These 36 Likert-style questions address "family members' perceptions of communication & interaction styles, as well as overall health of the family unit."
- *Parental Disciplinary Orientations* by R. Abelman (1986). The self-report questionnaire includes 8 hypothetical situations and 9 possible responses to assess preferred discipline techniques.
- *The Iowa Parent Behavior Inventory (IPBI)*, by S. J. Crase, S. G. Clark, & D. Pease. Parents complete 36 Likert items "to assess parental behavior in relation to a child."
- *Child-Rearing Practices Questionnaire (CRPQ)*, by T. E. Dielman & K. Barton. This commercially available instrument has 143 items "measuring 15 factors for mothers & 11 factors for fathers related to child-rearing practices." The instrument was originally used in 1957 & later expanded & used in a number of studies.
- *High/Scope Knowledge Scale*, by A. S. Epstein. The respondents sort 73 items according to the ages at which they believe young children generally demonstrate certain behaviors.
- *Parental Attitudes toward Childrearing (PACR)*, by Esterbrooks & W. A. Goldberg. The 51 Likert-style items of this self-report questionnaire examine warmth, independence, strictness, and aggravation of the parent toward the child.
- *Parental Attitude Survey Scales*, by C. F. Hereford (1963). The parents complete 75 items assessing their attitudes in these areas: "confidence in the parental role, causation of the child's behavior, acceptance of the child's behavior and feelings, mutual understanding, & mutual trust."
- *Q-Sort Inventory of Parenting Behaviors*, by J. T. Lawton, M. Coleman, R. Boger, et al. The 72 statements of parenting behaviors include "18 statements in each of 4 domains of children's development: physical, intellectual, social, and emotional. The parents give both their actual and ideal beliefs about child rearing.
- *Maternal Expectations, Attitudes, and Belief Inventory (MEABI)*, by K. Rickard, W. Graziano, & R. Forehand. The 67-item inventory is "designed to assess maternal knowledge and attitudes with regard to their preschool-aged children."
- *Parental Attitude Research Instrument (PARI)*, by E. S. Schaefer & R. Q. Bell. The 155 Likert-type items measure many aspects of mother and father attitudes, with separate forms available for each parent.
- *Parenting Stress Index (PSI)*, by R. Abidin. This self-report questionnaire includes 101 items identifying "components of the parent-child system that are dysfunctional or that represent stresses with which the parent is having difficulty coping." Short form is available.

Here is a list of some measures that have been used to measure parent and child outcomes for home-visiting programs. Descriptions are from Gomby, D.S. (1999). Understanding evaluations of home visitation programs. *The Future of Children*, 9, 27-43.

#### PARENTING & HOME ENVIRONMENT

- *Adult-Adolescent Parenting Inventory (AAPI)*. Bavolek, S. (1989). *Research and validation report of the Adult-Adolescent Parenting Inventory*. Eau Claire, WI: Family Development Resources. A 32-item measure of attitudes about child rearing and beliefs about parenting. For adolescents and adults. Self-administered.
- *Conflict Tactics Scale (CTS2)*. Straus, M.A., Hamby, S., Boney-McCoy, S., & Sugarman, D. (1995). *The revised Conflict Tactics Scale (CTS2): Developmental and preliminary psychometric data*. Durham, NC: Family Research Laboratory, University of New Hampshire. A revision of the CTS scale that assesses adult intimate partner violence to include subscales for behavior directed toward infants and children: neglect (for example, leaving alone), psychological aggression (for example, shouting), minor physical assault (for example, spanking), and severe physical assault (for example, kicking). Maternal interview.
- *Knowledge of Infant Development Inventory (KIDI)*. MacPhee, D. (1981). Unpublished manuscript. Available from David L. MacPhee, Ph.D., Human Development and Family Studies, Colorado State University, Fort Collins, CO 80523. A 58-item questionnaire designed to assess knowledge of infant care, development, and behavior. Parent interview. Short form is available.
- *Nursing Child Assessment Satellite Training (NCAST) Teaching Scale*. NCAST Program. (1994). *NCAST Caregiver/Parent Interaction Teaching Manual*. Seattle: NCAST Publications, University of Washington, School of Nursing. An assessment of the quality of parent-child interaction. Mother is asked to choose a task appropriate for the child's development and teach it to him/her. 73 items organized into 6 subscales. Provides standard scores. Observer rated.

#### CHILD DEVELOPMENT AND WELL-BEING

- *Bayley Scales of Infant Development (BSID & BSID-II)*. Bayley, N. (1969, 1993). San Antonio: The Psychological Corporation. A measure of infant mental and motor development. Used for assessing developmental progress, comparisons with peers, and eligibility for special services. Provides standard scores. For ages 2 to 30 months (BSID) or 1 to 42 months (BSID-II). Examiner administered.
- *Child Behavior Checklist (CBCL)*. Achenbach, T.M. (1988). *Child Behavior Checklist for ages 2-3*. Burlington: University of Vermont. Checklist provides profile of behavior problems and social competence. Provides standard scores. 100-item version for ages 2-3. Other versions for older children. Parent interview.
- *Developmental Profile II (DPII)*. Alpern, G., Boll, T., & Shearer, M. (1986). Los Angeles: Western Psychological Series. A measure of physical, social, and mental development of children. Cognitive, communication, social, self-help, and physical development scales. For ages 0 to 9. Parent and teacher interview.
- *Peabody Picture Vocabulary Test – Revised (PPVT-R)*. Dunn, L.M., & Dunn, L.M. (1981). Circle Pines, MN: American Guidance Service. An evaluation of the receptive vocabulary of individuals at age 2 years, 6 months through adulthood. No reading ability necessary. Provides standard scores. Also available in Spanish. Examiner administered.
- *Scott & Hogan Adaptive Social Behavior Inventory (ASBI)*. Scott, K.G., & Hogan, A., (1987). New York: Harcourt Brace Jovanovich. A measure designed to assess adaptive or prosocial behaviors in high-risk 3-year-olds. 30 items organized into 3 subscales: express, comply, and disrupt.

Attachment #4 revised by Amendment #001

Invoice Number: \_\_\_\_\_

## ATTACHMENT #4

**HB 1519 STAY AT HOME PARENT  
MONTHLY INVOICE**

INVOICE TO: MISSOURI CHILDREN'S DIVISION DATE: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

ADDRESS/TELEPHONE: \_\_\_\_\_

FOR THE MONTH OF: \_\_\_\_\_ CONTRACT#: \_\_\_\_\_

BUDGET CATEGORY	AMOUNT REQUESTED
PROFESSIONAL PERSONNEL	
SUPPORT PERSONNEL	
TRAVEL EXPENSE	
MATERIALS & SUPPLIES	
OTHER COMPONENTS/OVERHEAD	
TOTAL	
TOTAL MATCHING FUNDS FOR THE MONTH	

SUBMITTED BY: \_\_\_\_\_  
NAME, TITLE, & SIGNATURE

NUMBER OF FAMILIES SERVED IN PREVIOUS MONTH: \_\_\_\_\_

NUMBER OF CHILDREN SERVED IN PREVIOUS MONTH: \_\_\_\_\_

NUMBER OF FAMILIES SERVED (UNDULICATED) YEAR TO DATE: \_\_\_\_\_

NUMBER OF CHILDREN SERVED (UNDULICATED) YEAR TO DATE: \_\_\_\_\_

NUMBER OF CERTIFICATES ISSUED IN PREVIOUS MONTH: \_\_\_\_\_

AVERAGE DOLLAR AMOUNT OF EACH CERTIFICATE: \_\_\_\_\_

**PLEASE SEND TO:** Department of Social Services, Children's Division  
Office of Early Childhood  
ATN: CINDY REESE  
P.O. Box 1527  
JEFFERSON CITY, MO 65102

Attachment #5 revised by Amendment #001

Invoice Number: \_\_\_\_\_

## ATTACHMENT #5

**HB 1519 STAY AT HOME PARENT INVOICE  
START-UP ONLY**

INVOICE TO: THE MISSOURI CHILDREN'S DIVISION DATE: \_\_\_\_\_

FROM: \_\_\_\_\_ CONTRACT#: \_\_\_\_\_

ADDRESS/TELEPHONE: \_\_\_\_\_

CATEGORY	BUDGETED AMOUNT	AMOUNT REQUESTED (START-UP ONLY)	TOTAL AMOUNT DUE
PROFESSIONAL PERSONNEL			
SUPPORT PERSONNEL			
TRAVEL EXPENSE			
MATERIALS & SUPPLIES			
OTHER COMPONENTS/OVERHEAD			
TOTAL			

SUBMITTED BY: \_\_\_\_\_  
NAME/TITLE

**PLEASE SEND TO:** Department of Social Services, Children's Division  
Office of Early Childhood  
ATN: CINDY REESE  
P. O. Box 1527  
JEFFERSON CITY, MO 65102

## ATTACHMENT #6

**HB 1519 STAY AT HOME PARENT PROGRAM  
SUMMARY OF EXPENDITURES**

FACILITY NAME: \_\_\_\_\_

ADDRESS/TELEPHONE: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>BUDGET CATEGORY</b>	<b>TOTAL AMOUNT REQUESTED</b>	<b>TOTAL AMOUNT EXPENDED</b>	<b>DIFFERENCE</b>
PROFESSIONAL PERSONNEL			
SUPPORT PERSONNEL			
TRAVEL EXPENSE			
MATERIALS & SUPPLIES			
OTHER COMPONENTS/OVERHEAD			
TOTAL			

TOTAL CARRYOVER \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
NAME/TITLE**FIRST REPORT DUE BY JANUARY 31, OF THE CURRENT CONTRACT YEAR, SECOND REPORT DUE  
NO LATER THAN JULY 31, OF THE NEXT CONTRACT YEAR.**

**PLEASE SEND TO:**            **DEPARTMENT OF SOCIAL SERVICES**  
Office of Early Childhood  
ATN: CINDY REESE  
P.O. Box 1527  
JEFFERSON CITY, MO 65102

**ATTACHMENT #7  
STAY AT HOME PARENT  
BUDGET REVISION TABLE**

<b>Budget Category</b>	<b>Current Budget Amounts</b>	<b>Change</b>	<b>New Budget Amounts</b>
<b>Professional Personnel</b>			
<b>SUPPORT PERSONNEL</b>			
<b>Travel Expense</b>			
<b>Materials &amp; Supplies</b>			
<b>Other Components/Over head</b>			

**Budget Revision Explanation:**

<b>Changed Column</b>	<b>Reason for Change</b>



**Attachment #8 inserted by Amendment #001**

**Insert Attachment #8 here**

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

## 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.

- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled

by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

### **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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